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UNITED STATES BANKRUPTCY COURT

Northern District of Ohio

In re Elsie Velazquez,
Debtor

Case No. 11-10860
Chapter 7

Amended

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: Credit Acceptance Corp.
2. Amount of the debt subject to this reaffirmation agreement:
\$9,043.23 on the date of bankruptcy \$9,244.31 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 21.49 % prior to bankruptcy
21.49 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$308.55 per month for 40 months
5. Collateral, if any, securing the debt: Current market value: \$8,675.00 APR 1 2011
Description: 2004 Honda Accord
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

Debtor's Income and Expenses as Stated on Reaffirmation Agreement

- | | | | |
|---|-------------------|--|-------------------|
| 7A. Total monthly income from Schedule I, line 16 | \$ <u>3156.94</u> | 7B. Monthly income from all sources after payroll deductions | \$ <u>3156.94</u> |
| 8A. Total monthly expenses from Schedule J, line 18 | \$ <u>3090.00</u> | 8B. Monthly expenses | \$ <u>3090.00</u> |
| 9A. Total monthly payments on reaffirmed debts not listed on Schedule J | \$ <u>0</u> | 9B. Total monthly payments on reaffirmed debts not included in monthly expenses | \$ <u>0</u> |
| | | 10B. Net monthly income
(Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.) | \$ <u>66.94</u> |

11. Explain with specificity any difference between the income amounts (7A and 7B):
12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

☒ Yes ☐ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

☒ Yes ☐ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Signature

Theodore A. Konstantinopoulos
Print/Type Name & Signer's Relation to Case
Attorney for Creditor